

**RAIL PUBLIC REGISTER COPY
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Dated 4 October 2022

- (1) The Secretary of State for Transport
- (2) Abellio East Midlands Limited

National Rail Contract

EAST MIDLANDS

Business Plan Commitments 2022-2023

National Rail Contract**Schedule of Business Plan Commitments (as annexed to Business Plan)**

Explanatory Note 1: The Business Plan Commitments are subject to the provisions of and shall be interpreted in accordance with the National Rail Contract.

Explanatory Note 2: Paragraph 8 of Chapter 7.7 (*Business Plan*) states:

- “8.1 In the event of any conflict between the National Rail Contract and any Business Plan Commitment or other element of the Operator's then current Business Plan:
- (a) each Party shall notify the other promptly on becoming aware of any such conflict; and
 - (b) subject to paragraph 8.2 below, the provisions of the National Rail Contract shall prevail.
- 8.2 If at any time there is a conflict between the National Rail Contract and any Business Plan Commitment or other element of the Operator's then current Business Plan, the Parties may agree or the Secretary of State may give notice to vary this Contract in accordance with the provisions of paragraph 8 (*Variations*) of Chapter 7.5 (*Variations, Changes and Amendments*).”

BUSINESS PLAN COMMITMENTS

Component	Reference	Commitment Name	Description of key deliverables	Completion/Evidence date	Derogations (in-life)
Leadership	BPC 01	Skills Matrix	<p>1.1 The Operator shall:</p> <ul style="list-style-type: none"> (a) use all reasonable endeavours to work with the National Skills Academy for Rail to procure and develop by no later than 31 March 2023 a skills matrix to review the skills of Business Employees (“Skills Matrix”); and (b) following the development of the Skills Matrix and by no later than 15 December 2023, undertake and complete a Skills Gap Analysis for the purpose of developing an annual training and development plan for Business Employees (the “Annual Training and Development Plan”). <p>1.2 The Operator shall develop the Annual Training and Development Plan by no later than 15 December 2023 and implement the Annual Training and Development Plan as updated in accordance with limb (c) each Contract Year.</p> <p>1.3 The Operator shall refer to the Skills Matrix and to the Skills Gap Analysis when updating the Annual Training and Development Plan to ensure that the Annual Training and Development Plan continues to effectively achieve its purpose to the greatest extent reasonably practicable. Any revisions to the Annual Training and Development Plan shall require the consent of the Secretary of State (such consent not to be unreasonably withheld or delayed).</p> <p>1.4 For the purpose of this Business Plan Commitment, “Skills Gap Analysis” means an analysis of any skills gaps within the Operator’s organisation, carried out in accordance with the National Skills Academy for Rail’s ‘Skills Intelligence Model’ and the Skills Matrix.</p>	<p>31 March 2023 for the development of Skills Matrix</p> <p>15 December 2023 for development of the Annual Training and Development Plan</p>	
Leadership	BPC 02	Above head-height Station cleans	<p>2.1 The Operator shall undertake a clean of the above head-height structures of each of the Nominated Stations by no later than 30 April 2023. The scope of the “above head-height structural clean” will be defined in the 2023/24 Annual Business Plan.</p> <p>2.2 For the purpose of this Business Plan Commitment “Nominated Stations” means each of the Derby, Leicester, Nottingham and Sheffield Stations.</p> <p>2.3 The Parties agree that, subject to the inclusion of costs in the relevant Cost Budget for subsequent Contract Years, Nominated Stations may include such other stations as may be agreed between Parties in the Business Plan for the Contract Year 2023/2024.</p>	30 April 2023	
Leadership	BPC 03	Winter Management Plan	<p>3.1 The Operator shall by 1 September 2023 review its existing Winter Management Plan and for each Station and use reasonable endeavours to agree with Network Rail and the Operator’s facilities maintenance partner:</p> <ul style="list-style-type: none"> (a) the strategy for snow and ice clearance, hot spots for leaf fall and vegetation clearance; (b) emergency procedures and relevant contact details; and (c) relevant material stock levels, storage strategy including location of grit bins and preferred chemicals, <p>based on data from the preceding Contract Year (including, for the avoidance of doubt, data obtained under the Previous Agreement).</p> <p>3.2 For the purpose of this Business Plan Commitment, “Winter Management Plan” means the plan which will, as a minimum:</p> <ul style="list-style-type: none"> (a) identify key areas to be prioritised for cleaning and maintenance (such as main access and egress points to be free of snow and ice) during adverse weather conditions; and (b) include the cleaning and maintenance strategy for the expected days when exceptional numbers of customers travel. 	1 September 2023	

Component	Reference	Commitment Name	Description of key deliverables	Completion/Evidence date	Derogations (in-life)
Leadership	BPC 04	Inclusive Employer Accreditation	<p>4.1 The Operator shall use all reasonable endeavours to maintain Inclusive Employer Accreditation each Contract Year subject to the inclusion of funding in the relevant Cost Budget for subsequent Contract Years.</p> <p>4.2 For the purpose of this Business Plan Commitment, “Inclusive Employer Accreditation” means the award of “Inclusive Employer’s Standard” to a company using an evidence-based workplace accreditation tool by Inclusive Employers Limited (registered with company number 07337659 with registered offices at 19 Short Street Waterloo, London, England, SE1 8LJ).</p>	Annually	
Leadership	BPC 05	Zero Hours and Living Wage Accreditation	<p>5.1 The Operator shall use all reasonable endeavours to maintain Living Wage Accreditation each Contract Year subject to the inclusion of costs in the Relevant Cost Budget for subsequent Contract Years.</p> <p>5.2 For the purpose of this Business Plan Commitment, “Living Wage Accreditation” means a person certified as an “accredited living wage employer” by the Living Wage Foundation (a Citizens UK initiative with Charity No. 1107264 and whose registered office is at 136 Cavell Street, London, E1 2JA).</p>	Annually	
Leadership	BPC 06	Employer Accreditation	<p>6.1 The Operator shall use all reasonable endeavours to maintain Top Employer Accreditation each Contract Year subject to the inclusion of costs in the Relevant Cost Budget for subsequent Contract Years.</p> <p>6.2 For the purpose of this Business Plan Commitment, “Top Employer Accreditation” means the “Top Employer” accreditation awarded by the Top Employers Institute - Top Employers Research LP (registered number LP011816 and whose registered office is at 8-10 Upper Marlborough Road, St Albans, Hertfordshire, AL1 3UR).</p>	Annually	
Collaboration	BPC 07	Joint Performance Team	<p>7.1 The Operator shall use all reasonable endeavours to maintain the Joint Performance Team established under the Previous Agreement each Contract Year subject to the inclusion of costs in the Relevant Cost Budget.</p> <p>7.2 For the purpose of this Business Plan Commitment, “Joint Performance Team” means an integrated and co-located team working under the Head of Joint Performance and reporting into both the Operator and Network Rail, working to a shared performance strategy with shared access to performance systems and data and with shared responsibility for performance governance, reporting, analysis, project management and engagement.</p>	Annually	
Collaboration	BPC 08	Stakeholder engagement	<p>8.1 The Operator shall:</p> <p>(a) by no later than 31 March 2023 identify a prospective partner from whom the Operator will obtain accreditation for collaborative business relationships ISO 44001:2017; and</p> <p>(b) subject to the inclusion of costs in the Relevant Cost Budget use all reasonable endeavours to obtain ISO 44001:2017 by no later than 31 March 2024.</p>	<p>31 March 2023 to identify a prospective partner</p> <p>31 March 2024 to obtain accreditation</p>	
Collaboration	BPC 09	Route Efficiency Boards	<p>9.1 The Operator shall attend the bi-periodic Route Efficiency Board chaired by Network Rail.</p> <p>9.2 For the purpose of this Business Plan Commitment, “Route Efficiency Board” means the route efficiency board that provides strategic alignment on business planning and efficiencies and is responsible for the joint delivery of industry efficiency targets.</p>	Quarterly	
Train Service Operations	BPC 10	Class 170 Refurbishment*	<p>10.1 For the purpose of this Business Plan Commitment:</p> <p>(a) “Class 170 Fleet” means the units and vehicles identified as being Class 170 in Table 1 (<i>Original Rolling Stock</i>) of Appendix 1 (<i>The Composition of the Train Fleet</i>) to Chapter 4.3 (<i>The Rolling Stock</i>); and</p>	[REDACTED ³]	

³ 1 March 2023 (Date of Redactions Approval) CR03836 - Where text has been omitted from the document - this is because the Secretary of State has decided to exclude the text in accordance with the provisions within the Freedom of Information Act 2000.

Component	Reference	Commitment Name	Description of key deliverables	Completion/Evidence date	Derogations (in-life)
			<p>(b) “Class 170 Fleet Refurbishment” means the internal refurbishment to be agreed between the Operator, the Secretary of State and the relevant rolling stock leasing companies for all of the Class 170 Fleet.</p> <p>10.2 Subject to the provisions and protections of paragraphs 3.1, 4.1 and 5.1 of Chapter 7.8 (<i>Fleet Replacement Programme and Capital Works Programme</i>) (which (for the avoidance of doubt) the Parties acknowledge shall apply following any change to the FRP Assumptions), the Operator shall:</p> <p>(a) by no later than [REDACTED¹] complete single option selection for the works required to provide the Class 170 Fleet Refurbishment; and</p> <p>(b) in the first Contract Year, incur a maximum expenditure in relation to such development and design work, [REDACTED²] in carrying out its obligations under paragraph 10.2(a).</p>		
Train Service Operations	BPC 11	Class 360 Refurbishment*	<p>11.1 For the purpose of this Business Plan Commitment:</p> <p>(a) “Class 360 Fleet” means the units and vehicles identified as being Class 360 in Table 1 (<i>Original Rolling Stock</i>) of Appendix 1 (<i>The Composition of the Train Fleet</i>) to Chapter 4.3 (<i>The Rolling Stock</i>); and</p> <p>(b) “Class 360 Fleet Refurbishment” means the internal refurbishment to be agreed between the Operator, the Secretary of State and the relevant rolling stock leasing company for all of the Class 360 Fleet.</p> <p>11.2 Subject to the provisions and protections of paragraphs 3.1, 4.1 and 5.1 of Chapter 7.8 (<i>Fleet Replacement Programme and Capital Works Programme</i>) (which (for the avoidance of doubt) the Parties acknowledge shall apply following any change to the FRP Assumptions), the Operator shall:</p> <p>(a) by no later than [REDACTED⁴] for the works required to provide the Class 360 Fleet Refurbishment; and</p> <p>(b) in the first Contract Year, incur a maximum expenditure in relation to such development and design work, which does [REDACTED⁵] in carrying out its obligations under paragraph 11.2(a).</p>	[REDACTED ⁶]	
Train Service Operations	BPC 12	New Five Car BMU EIS*	<p>12.1 For the purpose of this Business Plan Commitment:</p> <p>(a) “MSA” means the manufacturing and supply agreement in respect of the New Five Car BMUs between (1) Hitachi Rail Limited (a company incorporated in England and Wales with company number 05598549 and whose registered address is at 7th Floor, One New Ludgate, 60 Ludgate Hill, London, EC4M 7AW) (“Hitachi Rail”); (2) Rock Rail East Midlands Plc (a company incorporated in England and Wales with company number 12096266 and whose registered address is at Capital Tower, 91 Waterloo Road, London, SE1 8RT) (“Rock Rail”); and (3) the Operator dated 16 August 2019;</p> <p>(b) “New Five Car BMUs” means one hundred and sixty five (165) new bi-mode vehicles formed into thirty three (33) five car units as referred to in Table 2 (<i>Specified additional Rolling Stock</i>)</p>	[REDACTED ⁸]	

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			<p>at Appendix 1 (<i>The Composition of the Train Fleet</i>) to Chapter 4.3 (<i>The Rolling Stock</i>) and references to a “New Five Car BMU” shall be construed accordingly; and</p> <p>(c) “Rolling Stock Lease” means the rolling stock operating lease between (1) Rock Rail and (2) the Operator in respect of the New Five Car BMUs dated 16 August 2019.</p> <p>12.2 Subject to the provisions and protections of paragraphs 3.1, 4.1 and 5.1 of Chapter 7.8 (Fleet Replacement Programme and Capital Works Programme) (which (for the avoidance of doubt) the Parties acknowledge shall apply following any change to the FRP Assumptions), the Operator shall use all reasonable endeavours to help enable Hitachi Rail to achieve the first on track testing of a New Five Car BMU unit by no later than [REDACTED⁷], or such other date as may be agreed between the parties to the MSA.</p>		
Train Service Operations	BPC 13	Class 360 Maintenance Facilities*	<p>13.1 For the purpose of this Business Plan Commitment:</p> <p>(a) “Bedford Cauldwell Depot” means Bedford Cauldwell Depot, 5B Cauldwell Walk, Bedford, MK42 9DT;</p> <p>(b) “Infrastructure Upgrades” means the works to improve the Class 360 light maintenance capability of Bedford Cauldwell Depot and the installation of hand washing facilities at Kettering Depot sidings; and</p> <p>(c) “Kettering Depot” means Kettering Depot Sidings, Station Road, Kettering, NN15 7HJ.</p> <p>13.2 Subject to the provisions and protections of paragraphs 3.1, 4.1 and 5.1 of Chapter 7.8 (<i>Fleet Replacement Programme and Capital Works Programme</i>) (which (for the avoidance of doubt) the Parties acknowledge shall apply following any change to the FRP Assumptions), the Operator shall:</p> <p>(a) by no later than [REDACTED⁹], achieve completion of the works equivalent to GRIP 6 for the Infrastructure Upgrades; and</p> <p>(b) in the first Contract Year, incur a maximum expenditure which, when added to ERMA Final Part Year Actual Costs incurred in relation to such development and design work, [REDACTED¹⁰] in carrying out its obligations under paragraph 13.2(a).</p>	[REDACTED ¹¹]	
Train Service Operations	BPC 14	Completion of Class 156/170 Cascade	<p>14.1 The Operator shall co-operate with other relevant Train Operators and use all reasonable endeavours to facilitate the completion the planned cascade of Class 156 units, Class 170 units and Class 171 units by the [REDACTED¹²]in accordance with the FRP Assumptions Document and as directed by the Secretary of State.</p>	[REDACTED ¹³]	
Train Service Operations	BPC 15	Fleet External Cleanliness	<p>15.1 The Operator shall undertake a feasibility study to determine the optimum solution to manage the external cleanliness of the Class 360 fleet to an appropriate standard and consult with Network Rail on such optimum solution for managing the external cleanliness of the Class 360 Fleet as set out in the feasibility study.</p>	31 March 2023	

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			15.2 The Operator shall provide a report to the Secretary of State setting out its recommendations and the cost of the optimum solution by no later than 31 March 2023.		
Train Service Operations	BPC 16	Etches Park Infrastructure Upgrade*	<p>16.1 For the purposes of this Business Plan Commitment:</p> <p>(a) "Derby Etches Park Depot" means Etches Park Depot, Deadmans Lane, Derby, DE24 8BS;</p> <p>(b) "Etches Park Infrastructure Upgrades" means:</p> <p>(i) the upgrade works to the depot building and locality that currently maintains the Class 222 fleet and will be used for servicing and maintenance of the Class 810 fleet (the "Derby Etches Park North Shed Works"); and</p> <p>(ii) the upgrade works to the depot building and locality that currently maintains the Class 170 and Class 180 fleets (the "Derby Etches Park South Shed Works").</p> <p>16.2 Subject to the provisions and protections of paragraphs 3.1, 4.1 and 5.1 of Chapter 7.8 (<i>Fleet Replacement Programme and Capital Works Programme</i>) (which (for the avoidance of doubt) the Parties acknowledge shall apply following any change to the FRP Assumptions), the Operator shall:</p> <p>(a) by no later than [REDACTED¹⁴]:</p> <p>(i) complete detailed design to GRIP 5 (or equivalent) of all the work packages needed for the completion of the Derby Etches Park North Shed Works; and</p> <p>(ii) deliver completion of the physical works to GRIP 6 (or equivalent) of the work packages needed for the completion of the Derby Etches Park South Shed Works;</p> <p>(b) in the first Contract Year, incur a maximum expenditure which, when added to the ERMA Final Part Year actual Costs incurred in relation to such initial design work and surveys and/or works (as the case may be):</p> <p>(i) does not exceed [REDACTED¹⁵] in carrying out the Derby Etches Park North Shed Works; and</p> <p>(ii) does not exceed [REDACTED¹⁶] in carrying out the Derby Etches Park South Shed Works.</p>	[REDACTED ¹⁷]	
Train Service Operations	BPC 17	Improvements to Rolling Stock Reliability	<p>17.1 The Operator will maintain and update Performance Improvement Plans ("PIPs") for the Class 360 and Class 170/171 fleets each Business Plan Year in line with the relevant Cost Budget.</p> <p>17.2 If applicable, the Operator shall ensure the PIP identifies where matched funding for schemes is to be sourced from the relevant rolling stock leasing company in line with the provisions of the Rolling Stock Innovation funds set out with the relevant leases.</p>	31 March 2023	
Customer and Communities	BPC 18	Customer Information Strategy	<p>18.1 The Operator shall complete a tender exercise in respect of the installation of CIS totems at the Rural stations and, subject to the inclusion of costs in the relevant Cost Budget, the Operator shall by no later 31 March 2023:</p> <p>(a) enter into contract with a supplier to install CIS totems at the Rural Stations;</p>	31 March 2023	

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			<ul style="list-style-type: none"> (b) purchase CIS totems to facilitate later installation by Network Rail and the Operator at the Main Stations and Medium Stations; and (c) subject to the output of Network Rail's SISS CP6 minor works program, provide to the Secretary of State the schedule for installation of CIS at the Main Stations and Medium Stations. <p>18.2 For the purpose of this Business Plan Commitment:</p> <ul style="list-style-type: none"> (a) "CIS" means a digital operational information system (including large mounted screens and totems) which can use any colour and format to provide enhanced customer information and in locations where higher specification displays are installed, can include station safety messages, planned engineering works and disruption information; (b) "Main Stations" means Derby, Nottingham and Sheffield Stations; (c) "Medium Stations" means Beeston, Burton-on-Trent, Chesterfield, Kettering, Lincoln Central, Long Eaton, Loughborough, Mansfield Town, Market Harborough, Narborough, Newark Castle, Stamford and Wellingborough Stations; and (d) "Rural Stations" means Ambergate, Ancaster, Aslockton, Attenborough, Barrow-Upon-Soar, Bleasby, Bottesford, Burton Joyce, Carlton, Cromford, Duffield, Fiskerton, Gainsborough Lea Road, Langley Mill, Longton, Lowdham, Netherfield, Radcliffe, Rolleston, Sileby, South Wigston, Spondon, Swinderby, Thurgarton and Whatstandwell Stations. 		
Customer and Communities	BPC 19	Community Rail non-financial marketing support	<p>19.1 The Operator shall promote each Community Rail Route with the intention of increasing the use of the Passenger Services through:</p> <ul style="list-style-type: none"> (a) utilising the Operator's own channels and working with each Community Rail Partnership to collaborate with tourism venues and heritage railways and develop local tourism and promote their use by local residents; (b) the provision of advice and guidance to Community Rail Partnerships to improve their outreach into local communities. <p>provided that the Parties acknowledge that there is no expectation that the Operator shall incur costs in carrying out this Business Plan Commitment.</p>	Annually	
Customer and Communities	BPC 20	Car Parking	<p>20.1 The Operator shall undertake a review of car park capacity and utilisation at all Stations with Operator-controlled car parks and by no later than [REDACTED¹⁸] provide a report to the Secretary of State setting out its findings and setting out its recommendations for locations to invest in increasing car parking capacity/car parking spaces based on such findings.</p>	[REDACTED ¹⁹]	
Customer and Communities	BPC 21	Transport Integration Forum	<p>21.1 The Operator shall maintain the quarterly Integrated Transport Forum established under the Previous Agreement in accordance with its terms of reference.</p> <p>21.2 The ITF shall:</p> <ul style="list-style-type: none"> (a) provide strategic planning and governance of the Operator's commitment to sustainable transport working with local transport providers to improve the connectivity, accessibility and experience for all customers accessing the Operator's services and onward journeys; (b) recommend for approval strategies, policies, procedures and action plans in connection with sustainable transport, including for the implementation of improved sustainable transport facilities (such as bus waiting shelters, cycle hubs, EV charging, improved journey information); 	Evidence to be provided bi-annually	

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			<p>(c) measure the customer experience in integrated transport and look for ways to improve access to key leisure destinations and key employment sites; and</p> <p>(d) undertake periodic reviews of the station travel plans and the action plans that arise from the same.</p> <p>21.3 For the purpose of this Business Plan Commitment, “Integrated Transport Form” or “ITF” means the forum created the purposes of promoting greater co-operation with other providers of transport services in the geographical area where the Passenger Services operate and to facilitate the implementation of development schemes for improvements in intermodal infrastructure and funding.</p>		
Customer and Communities	BPC 22	Cycling Facilities	<p>22.1 The Operator shall by no later than 30 November 2022 provide a report to the Secretary of State confirming the scope and location of the schemes that the Operator will deliver by 31 March 2023 utilising the Cycling Investment Sum (the “Schemes”).</p> <p>22.2 By no later than 31 March 2023, the Operator shall have completed works on the Schemes in accordance with the scope provided to the Secretary of State under Paragraph 22.1.</p> <p>22.3 For the purpose of this Business Plan Commitment the “Cycling Investment Sum” means a sum up to [REDACTED²⁰].</p>	30 November 2022 to provide the report and 31 March 2023 to complete works on the Schemes.	
Customer and Communities	BPC 23	Multi Modal Journey Planner	<p>23.1 The Operator shall procure that the following improvements to functionality are made to EMR Messenger by 31 March 2023:</p> <p>(a) record user preferences and improve ticket integration;</p> <p>(b) introduce a 'first mile' planning capability from origin to destination, including the provision of multi-modal options to and from the origin and destination Station.</p> <p>23.2 The Operator shall ensure that the EMR Messenger contains a QR scanning capability, which, when combined with the Operator procuring the display of QR codes at remote locations will allow customer to access real time journey information.</p> <p>23.3 For the purpose of this Business Plan Commitment, “EMR Messenger” means the multi-modal journey planning service provided by the Operator via Facebook Messenger.</p>	31 March 2023	
Customer and Communities	BPC 24	Station Social and Commercial Development Plan	<p>24.1 The Operator shall by no later than 15 December 2022 and in each Contract Year thereafter, produce and submit to the Secretary of State a Station Social and Commercial Development Plan which shall comply with the following minimum requirements:</p> <p>(a) identify schemes to develop currently redundant or under-utilised Station buildings and facilities for use by community groups and social enterprise organisations or for commercial development including schemes which sustain and enhance the viability of existing facilities at Stations or lead to the development of new facilities including through appropriate sub leasing of Station buildings;</p> <p>(b) appropriately reflect changed and developing circumstances to the extent relevant and appropriate;</p> <p>(c) appropriately reflect the outcome of the consultation with any Stakeholders in relation to concerns about potential schemes including but not limited to the potential risks, opportunities and priorities for investment and operational efficiencies relating to the Stations and priorities for investment;</p>	15 December 2022 and annually thereafter either on or before the 15 December in each Contract Year.	

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			<ul style="list-style-type: none"> (d) effectively evaluate, prioritise and develop such schemes taking account of customer and community views expressed in the consultation carried out by the Operator in accordance with Paragraph 24.1(c); (e) subject to funding being provided in the Cost Budget for Subsequent Business Plan Years, provide for the implementation of schemes specified pursuant to paragraph 24.1(a) in accordance with a plan which allocates a priority between such schemes by reference to specified criteria and includes planned timescales for the delivery of relevant outputs; (f) subject to funding, reflect proposals for specific actions as set out in the Relevant Areas; and (g) be for a period of no less than the Core Term Expiry Date and up to the Expiry Date on the basis that it shall continue to be reviewed on a rolling annual basis pursuant to paragraph 3 of Chapter 7.7 (Business Plan). <p>24.3 For the purpose of this Business Plan Commitment, “Relevant Areas” means areas which may include, subject to funding:</p> <ul style="list-style-type: none"> (a) EV charge points and/or other measures to support electric vehicle use; and (b) promoting modal shift, active travel and integrated public transport. Ideally these will be evidence-based initiatives developed as part of high-quality Station Travel Plans: <ul style="list-style-type: none"> (i) improving biodiversity; (ii) collaborating with Network Rail to identify suitable locations for renewable energy installation and supporting delivery of projects; and (iii) other environmental and/or decarbonisation measures, particularly as recommended in the RDG Sustainable Stations Guide. 		
Customer and Communities	BPC 25	Community Rail Partnerships	<p>25.1 In addition to the Operator’s obligations as set out in paragraph 2.6 of Chapter 5.2 (Customer Schemes) of the Contract, in December of every Contract Year, the Operator shall distribute to the Community Rail Partnerships and to the Secretary of State a report setting out the Operator’s funding and support for:</p> <ul style="list-style-type: none"> (a) resources committed by the Operator to Community Rail Partnerships; (b) actions delivered by the Operator; (c) achievements across the Operator’s network, including specific sections on each individual Community Rail Partnership; and (d) progress and achievements across the Operator’s station adoption programme. 	3 months prior to the end of each Contract Year	
Customer and Communities	BPC 26	On Train Catering	<p>26.1 The Operator shall report to the Secretary of State each Quarter on the percentage of services Monday to Saturday, on which a Standard Class and First Class catering was available (not counting those Passenger Services on which no such service provision was planned).</p>	Evidence to be provided at the end of each Quarter	
Customer and Communities	BPC 27	Boston and Skegness Towns Fund schemes	<p>27.1 The Operator will work with the Secretary of State and relevant third party funders on the Town Deal funded Boston Scheme and Skegness Scheme.</p> <p>27.2 Subject to Paragraph 27.1, the Operator shall use reasonable endeavours to enter into design and build contracts for each of the Skegness Scheme and Boston Scheme by 31 December 2022.</p> <p>27.3 For the purpose of this Business Plan Commitment:</p> <ul style="list-style-type: none"> (a) “Boston Scheme” means the upgrade and refurbishment of Boston Railway Station, offering an improved experience to all station visitors and the surrounding community. (b) “Skegness Scheme” means the reconfiguration of Skegness Station to allow for increased prime retail space for commercial offerings and enhancements that improve access routes into the station to help improve links and integration with the surrounding community. 	31 December 2022	

Component	Reference	Commitment Name	Description of key deliverables	Completion/Evidence date	Derogations (in-life)
Customer and Communities	BPC 28	Levelling up Fund	28.1 Subject to the Operator entering into a tri-partite framework agreement with Leicester City Council and Network Rail (the " Framework Agreement "), the Operator shall use reasonable endeavours to co-operate with Leicester City Council in relation to the use of the "Leicester Levelling Up Fund" at Leicester Station to deliver the refurbishment of the Station booking hall into a larger space and to provide a new Station entrance. This Business Plan Commitment shall be evidenced by the Operator providing the Secretary of State with a copy of the minutes of the Operating Steering Group as set out in the Framework Agreement by [REDACTED ²¹].	[REDACTED ²²]	
Accessibility	BPC 29	Inclusive Transport Leaders Scheme	29.1 The Operator shall provide a business case and suitable budget in the 23/24 Annual Business Plan to attend the Inclusive Transport Leaders Scheme (or equivalent) for consideration by the Secretary of State.	15 December 2022	
Accessibility	BPC 30	Inclusivity Panel	30.1 The Operator shall maintain and continue to chair the quarterly Inclusivity Panel established pursuant to the Previous Agreement. 30.2 The Operator shall evidence its participation in the Inclusivity Panel by providing the Secretary of State with copies of the meeting agenda and meeting minutes. 30.3 For purpose of this Business Plan Commitment, " Inclusivity Panel " means the special interest group consisting of a wide range of participants such as people with mental health issues, physical, sensory or cognitive impairments, including non-visible disabilities, elderly persons, parents with infants, young persons and representatives from recognised organisations for minority ethnic groups and LGBT+ who are engaged across the Operator's network with all matters relating to accessibility and inclusion.	For the duration of the Contract Term Evidence to be provided at the end of each Quarter	
Revenue and Marketing	BPC 31	Ticket Vending Machines	31.1 The Operator shall use all reasonable endeavours to work with [REDACTED ²³] to develop enhanced journey planning functionality on all Operator TVMs with a view to completing a trial by 1st May 2023. 31.2 The Operator shall, following completion of the trial in accordance with Paragraph 36.1, submit a report to the Secretary of State on next steps for enhanced journey planning functionality and any modifications identified. 31.3 For the purpose of this Business Plan Commitment, " Operator TVMs " means those ticket vending machines which the Operator is responsible for maintaining and which are provided by the company [REDACTED ²⁴].	1 May 2023	
Revenue and Marketing	BPC 32	Luton Airport Express Launch and Branding	32.1 The Operator shall implement the developed brand strategy and plan for "Luton Airport Express Brand" for Passenger Services to and from Luton Airport Parkway as part of supporting the launch of the Luton Airport Dart and the promotion of the Luton Airport Express service together with a programme specifying the timescales for the implementation of the relevant marketing activities as approved by the Secretary of State (the " Luton Airport Brand Strategy "). 32.2 The Parties agree and acknowledge that the indicative launch date for the Luton Airport Dart at the date of this Contract is November 2022 and that if this date changes then commensurate changes will need to be made to the timing of activities set out in the Luton Airport Brand Strategy. The Parties shall seek to agree such changes as soon as reasonably practicable, if required.	31 March 2023	

²¹ 1 March 2023 (Date of Redactions Approval) CR03836 - Where text has been omitted from the document - this is because the Secretary of State has decided to exclude the text in accordance with the provisions within the Freedom of Information Act 2000.

²² 1 March 2023 (Date of Redactions Approval) CR03836 - Where text has been omitted from the document - this is because the Secretary of State has decided to exclude the text in accordance with the provisions within the Freedom of Information Act 2000.

²³ 1 March 2023 (Date of Redactions Approval) CR03836 - Where text has been omitted from the document - this is because the Secretary of State has decided to exclude the text in accordance with the provisions within the Freedom of Information Act 2000.

²⁴ 1 March 2023 (Date of Redactions Approval) CR03836 - Where text has been omitted from the document - this is because the Secretary of State has decided to exclude the text in accordance with the provisions within the Freedom of Information Act 2000.

Component	Reference	Commitment Name	Description of key deliverables	Completion/Evidence date	Derogations (in-life)
			<p>32.3 The Operator shall use all reasonable endeavours to procure third party funding from London Luton Airport to implement the Luton Airport Brand Strategy.</p> <p>32.4 The Parties acknowledge that notwithstanding Paragraph 32.3, the Operator shall not incur expenditure above [REDACTED²⁵] in delivery the Luton Airport Brand Strategy for the Contract Year. Where the Operator obtains additional third party funding in accordance with Paragraph 32.3, then the Operator may use such additional third party funding in implementing the Luton Airport Brand Strategy, including in future Contract Years. Where no such third party funding is obtained for future Contract Years, then unless costs are included in the Relevant Cost Budget for subsequent Contract Years, the Operator shall not be obliged to deliver the Luton the Luton Airport Brand Strategy.</p>		
Environment	BPC 33	Decarbonisation	<p>33.1 The Operator shall develop and propose to the Secretary of State a strategic approach and roadmap setting out the development and establishment of a decarbonisation pathway to total net zero carbon (of both traction and non-traction carbon) by 2050 which will demonstrate that:</p> <ul style="list-style-type: none"> (a) the Operator is working closely with Rail Safety and Standards Board in the development and establishment of the decarbonisation pathway; (b) the Science Based Target Initiatives are being achieved; and (c) the scope and methodology used to develop the decarbonisation strategy are consistent with the most-up-to-date industry strategies. 	31 March 2024	
Environment	BPC 34	Diesel trials	<p>34.1 The Operator is currently undertaking a trial of [REDACTED²⁶] on one of its Class 170 units with the aim of reducing harmful emissions. The Operator will complete the trial and issue a report to the Secretary of State on its results and proposed next steps by [REDACTED²⁷].</p>	[REDACTED ²⁸]	
Environment	BPC 35	Alternative Fuel	<p>35.1 The Operator shall use reasonable endeavours to obtain from the rolling stock leasing companies a feasibility study on the use of alternative fuel by 30 September 2023.</p>	30 September 2023	
Environment	BPC 36	Air Quality Monitoring	<p>36.1 The Operator shall work with and co-operate with the Rail Safety and Standards Board to establish the baseline air quality data at each Station through the Stations Air Quality Monitoring Network.</p> <p>36.2 The Operator shall agree with the Air Quality Team at the Rail Safety and Standards Board any priorities and potential mitigations to develop air quality improvements plans, ensuring these are aligned to agreed industry-wide approaches and/or policies.</p> <p>36.3 The Operator will provide the Secretary of State with a copy of the Annual Air Quality Report agreed with the Rail Safety and Standards Board by no later than 31 January 2023.</p> <p>36.4 For the purpose of this Business Plan Commitment, “Air Quality Monitoring Network” means the Stations Air Quality Monitoring Network established by the Rail Safety and Standards Board providing a comprehensive and systematic monitoring programme focusing on measuring air quality at train stations across England and Wales.</p>	31 March 2023	

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²⁶ 1 March 2023 (Date of Redactions Approval) CR03836 - Where text has been omitted from the document - this is because the Secretary of State has decided to exclude the text in accordance with the provisions within the Freedom of Information Act 2000.

²⁷ 1 March 2023 (Date of Redactions Approval) CR03836 - Where text has been omitted from the document - this is because the Secretary of State has decided to exclude the text in accordance with the provisions within the Freedom of Information Act 2000.

²⁸ 1 March 2023 (Date of Redactions Approval) CR03836 - Where text has been omitted from the document - this is because the Secretary of State has decided to exclude the text in accordance with the provisions within the Freedom of Information Act 2000.

Component	Reference	Commitment Name	Description of key deliverables	Completion/Evidence date	Derogations (in-life)
Environment	BPC 37	Automatic water readers	37.1 The Operator shall install the delivery of fitment of automatic water readers at Alfreton, Beeston, Boston, Chesterfield, Chesterfield Station East Midlands Parkway, Corby, Derby, Hinckley, Kidsgrove, Leicester, Lincoln, Long Eaton, Market Harborough, Melton Mowbray, Narborough, Nottingham, Oakham, Skegness, Sleaford, Sleaford, Stamford Stations by [REDACTED ²⁹].	[REDACTED ³⁰]	

²⁹ 1 March 2023 (Date of Redactions Approval) CR03836 - Where text has been omitted from the document - this is because the Secretary of State has decided to exclude the text in accordance with the provisions within the Freedom of Information Act 2000.

³⁰ 1 March 2023 (Date of Redactions Approval) CR03836 - Where text has been omitted from the document - this is because the Secretary of State has decided to exclude the text in accordance with the provisions within the Freedom of Information Act 2000.